

BEFORE THE NATIONAL LABOR RELATIONS BOARD

Consolidated: 06-CA-037197
06-CA-037198
06-CA-037202
06-CA-037241
06-CA-037243

Respondent.

Pursuant to Section 102.46 of the Rules and Regulations of the National Labor Relations Board, Respondent Pennsylvania America Water Company (“PAW” or “the Company”), excepts to the decision of Administrative Law Judge Goldman (“ALJ”) regarding events in January 2011 related to picketing by the Utility Workers Union, AFL-CIO, System Local 537 (“Union”) in the above-captioned matter as follows:

Exception No. 1: The ALJ's decision erroneously found that the picketing and resultant work stoppage did not violate the no-strike language of the relevant collective bargaining agreements which all remained in effect (JD 20:27-29). (GC Exhs. 2-3, 5-6, Sec. 2; GC Exhs. 4, 7, Sec. 4).

The grounds for this exception, as set forth in the accompanying Brief, are summarized as follows. The reasonable construction of the contract language, the intent of the drafters of the contract language, (JD 17:10-16). (Jt. Exh. 1, Stip. 10), applicable

law, and extrinsic evidence/past practice (JD 18:50-19:7, 19: 9-36, 20:23-24; GC Exh. 8; Co. Exh. 2; Tr. 41-44, 46) were not properly evaluated per governing principles of contract construction and use of past practice. Proper evaluation of the governing legal principles warrants a conclusion that the Union's work stoppages were unlawful and thus unprotected, which requires the dismissal of the Union's Charges claiming improper threats and removal of a Union letter from Company bulletin boards.

Exception No. 2. The ALJ's erroneously found that the Company acted unlawfully in removing the Union President's letter from Company bulletin boards.

The grounds for this exception, as set forth in the accompanying Brief, are summarized as follows. The Union President's letter was unprotected because it encouraged employees to act in opposition to clear management directives; and, accordingly, the Company acted lawfully in removing it from the bulletin boards (JD 23:4-5, 24: 5-9; Tr. 160; GC Exh. 11).

Exception No. 3: The ALJ's decision erroneously found that a Company letter to the Union contained a threat of discipline when it discussed the possibility of future intermittent picketing.

The grounds for this exception, as set forth in the accompanying Brief, are summarized as follows. The Company's letter was incorrectly construed in that it only mentioned discipline with regard to the possibility of future intermittent picketing which would be illegal and permit discipline (JD 21: 25-35; Tr. 231-232; GC Exh. 13).

The Company respectfully requests oral argument before the Board on these Exceptions.

The Company respectfully submits these Exceptions along with the accompanying Brief in support of these Exceptions.

Respectfully submitted,

s/James W. Southworth
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ATTORNEYS FOR RESPONDENT

July 16, 2012

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he caused a true and correct copy of the foregoing
EXCEPTIONS TO THE DECISION OF THE ADMINISTRATIVE LAW JUDGE to be served
upon the counsel of record stated below via electronic mail, this 16th day of July, 2012 and
addressed to:

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s/James W. Southworth